

REGISTER OF ACTIONS

CASE No. 2021DCV0264

Miguel Luna vs American National Insurance Company

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Case Type: **Wrongful Termination**
Date Filed: **01/25/2021**
Location: **243rd District Court**

PARTY INFORMATION

Defendant American National Insurance Company

Lead Attorneys

Plaintiff Luna, Miguel

ENRIQUE CHAVEZ, Jr.
Retained
915-351-7772(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS				
01/25/2021	Original Petition (OCA)	Doc ID# 1		
01/25/2021	E-File Event Original Filing			
01/26/2021	Citation	American National Insurance Service Company	Served	02/09/2021
			Response Due	03/08/2021
			Returned	03/09/2021
02/10/2021	Order Setting Hearing	Doc ID# 2		
02/19/2021	Amended Petition	Doc ID# 3		
04/29/2021	Status Hearing	(9:00 AM) (Judicial Officer Solis, Selena)		

THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org"

TO: **AMERICAN NATIONAL INSURANCE SERVICE COMPANY**, who may be served with process by serving its registered agent, **CT CORPORATION SYSTEM at 1999 BRYAN ST. SUITE 900, DALLAS, TX 75201-3136** or wherever he/she may be found.

Greetings:

You are hereby commanded to appear by filing a written answer to the **Plaintiff's Original Petition and Request for Disclosure** at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **243rd Judicial District Court, El Paso County, Texas**, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Petition was filed in said court on this the 25th day of January, 2021 by Attorney at Law, **ENRIQUE CHAVEZ, JR., 2101 N STANTON ST, EL PASO, TX 79902**, in this case numbered **2021DCV0264** on the docket of said court, and styled:

**MIGUEL LUNA
VS
AMERICAN NATIONAL INSURANCE SERVICE COMPANY**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the **Plaintiff's Original Petition and Request for Disclosure** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 26th day of January, 2021.

CLERK OF THE COURT

NORMA FAVELA BARCELEAU
District Clerk
El Paso County Courthouse
500 E. San Antonio Ave, RM 103
El Paso, Texas 79901



Attest: NORMA FAVELA BARCELEAU District Clerk
El Paso County, Texas

By: Rose Delgado, Deputy
Rose Delgado

RETURN

Came on hand on 26 day of January, 2021, at 4:00 o'clock P.M., and executed in Dallas County, Texas, by delivering to each of the within-named defendants, in person, a true copy of this Citation, having first endorsed thereon the date of delivery, together with the accompanying true and correct copy of the Plaintiff's Original Petition and Request for Disclosure, at the following times and places, to-wit:

NAME	DATE			TIME		Place, and Course and Distance From Court House
	MONTH	DAY	YEAR	Hour	Min.	
American National Insurance Company, by delivering to its registered agent, CT Corporation System	2-	9-21		9: 23	A.m.	1999 Bryan St, Ste. 900 Dallas, TX 75201-3136

And not executed as to the defendant, _____

The diligence used in finding said defendant, being _____

And the cause of failure to execute this process is: _____

And the information received as to the whereabouts of the said defendant, being _____

FEES—SERVING _____ copy _____ \$ _____ Sheriff

County, Texas

Total _____ \$ _____ by _____ Deputy

CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to American National Insurance Company, by delivering to its registered agent, CT Corporation System on the 9 day of February, 2021, at 9:23 o'clock A m. this copy of this instrument, via certified mail, return receipt requested.

SW Legal Svcs.
PO BOX 420574
El Paso, TX 79902

SW Legal Svcs. _____, Sheriff/Agent
El Paso _____ County, Texas
By _____ PSC 8088, NY 2k8122, Deputy/Agent

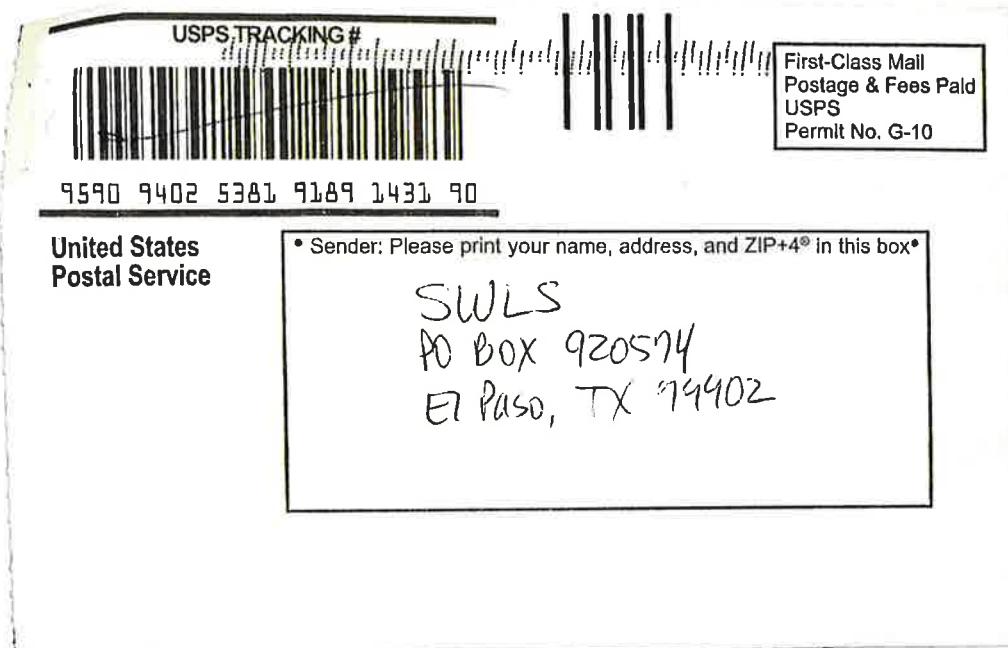
SUBSCRIBED AND SWORN TO BEFORE ME ON THE 8 DAY OF March, 2021.



NOTARY PUBLIC, STATE OF TEXAS

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY															
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/>  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="text" value="Terri Thongsavat"/> C. Date of Delivery <input type="text" value="FEB 09 2021"/></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>															
<p>1. Article Addressed to: American National Insurance Service Company c/o CT Corporation System 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136</p> <p> 9590 9402 5381 9189 1431 90</p> <p>2. Article Number (Transfer from service label) 7020 0090 0001 0122 5445</p>		<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Mail Restricted Delivery	
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PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt															

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only																						
For delivery information, visit our website at www.usps.com .																						
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<p>Certified Mail Fee \$3.60</p> <table border="0"> <tr> <td>\$</td> <td>\$3.60</td> <td>\$2.25</td> </tr> <tr> <td colspan="3">Extra Services & Fees (check box, add fee as appropriate)</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (handcopy)</td> <td>\$</td> <td>\$0.00</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (electronic)</td> <td>\$</td> <td>\$0.00</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$</td> <td>\$0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$</td> <td>\$0.00</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$</td> <td>\$0.00</td> </tr> </table> <p>Postage \$0.75</p> <p>Total Postage and Fees \$4.35</p> <p>Sent to American National Insurance Service Company</p> <p>Street and Apt. No. or P.O. Box No. c/o CT Corporation System 1999 Bryan St., Ste. 900</p> <p>City, State, ZIP+4 Dallas, TX 75201-3136</p>		\$	\$3.60	\$2.25	Extra Services & Fees (check box, add fee as appropriate)			<input type="checkbox"/> Return Receipt (handcopy)	\$	\$0.00	<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00	<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00	<input type="checkbox"/> Adult Signature Required	\$	\$0.00	<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00
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Postmark Here																						
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions																						



Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service® for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is not available for International mail.
- Insurance coverage is not available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).

■ To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office® for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

MIGUEL LUNA,
Plaintiff,

v.

Cause No.:

AMERICAN NATIONAL INSURANCE SERVICE COMPANY,
Defendant.

PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE COURT:

Plaintiff, MIGUEL LUNA ("Plaintiff" or "Employee Luna"), now complains of Defendant, AMERICAN NATIONAL INSURANCE SERVICE COMPANY ("Defendant" or "Employer American National"), and respectfully shows the Court and jury as follows:

I. PARTIES

1. Plaintiff, MIGUEL LUNA, is a natural person residing in El Paso, Texas.
2. Defendant AMERICAN NATIONAL INSURANCE SERVICE COMPANY is an entity upon whom service may be obtained by serving its registered agent, C T Corporation System at 1999 Bryan St., Ste. 900 Dallas, TX 75201-3136 USA or wherever it may be found.

II. JURISDICTION

3. State courts have jurisdiction over this cause under the Family and Medical Leave Act.

III. CHRONOLOGY OF FACTS

4. Employers MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent discrimination against employees who take job-protected leave when experiencing COVID-19 symptoms and are seeking medical diagnosis to protect employees, like all of us, from financial injuries and emotional traumas.

5. Employers MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent discrimination against employees who take job-protected leave under advisement by a health care provider to self-quarantine related to COVID-19, to protect employees, like all of us, from financial injuries and emotional traumas.
6. Employers MUST, under the Family and Medical Leave Act, provide job-protected leave to employees to protect employees, like all of us, from financial injuries and emotional trauma.
7. Employers MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, return employees who go on job-protected leave to the same or similar job upon returning from job-protected leave to prevent employees from financial injuries and emotional trauma.
8. Employers MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent retaliation and retaliatory job terminations against employees who take job-protected leave from financial injuries and emotional trauma.
9. AMERICAN NATIONAL INSURANCE SERVICE COMPANY is an Employer which must abide by the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act.
10. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent discrimination against employees who take job-protected leave when experiencing COVID-19 symptoms and is

seeking medical diagnosis to protect employees, like all of us, from financial injuries and emotional traumas.

11. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent discrimination against employees who take job-protected leave under advisement by a health care provider to self-quarantine related to COVID-19, to protect employees, like all of us, from financial injuries and emotional traumas.
12. Employer American National MUST, under the Family and Medical Leave Act, provide job-protected leave to employees to protect employees, like all of us, from financial injuries and emotional trauma.
13. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, return employees who go on job-protected leave to the same or similar job upon returning from job-protected leave to prevent employees from financial injuries and emotional trauma.
14. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent retaliation and retaliatory job terminations against employees who take job-protected leave from financial injuries and emotional trauma.
15. On or about April 23, 2020 Employer American National hires Employee as an insurance agent.
16. Due to the COVID-19 pandemic, Employer American National instructs its employees to immediately notify the Employer if an employee comes in contact with someone infected with the COVID-19 virus.

17. On or about November 6, 2020 Employee meets client outside to conduct a business transaction.
18. Upon leaving the meeting, client informs Employee that she is currently infected with the COVID-19 virus.
19. Employee immediately calls Employer American National Supervisor Oscar Flores.
20. Employer American National Supervisor Oscar Flores tells Employee to call General Manager (GM) Alberto Bocanegra .
21. Employer American National GM Bocanegra instructs Employee to report to the office the following day on November 6, 2020 or they will be forced to document that “you have abandoned your job.”
22. Employer American National GM Bocanegra also instructs José Luis Miranda to pick up Employee’s computer from his house.
23. On Friday, November 6, 2020 Employer American National GM Bocanegra has Employee physically show up to the office to tell Employee to go get tested for COVID-19 and not to see any clients until the results come back.
24. On Sunday November 8 2020 Employer American National Supervisor Flores is on notice via Employee Text that Employee's COVID-19 lab result is positive.
25. Employer American National Supervisor Flores Instructs Employee to send the results to GM Bocanegra.
26. That same day, Sunday, Employer American National GM Bocanegra is on notice via Employee What's App text that Employee COVID-19 lab result is positive.
27. On Tuesday, November 10, 2020, Employer American National Supervisor Flores terminates the Employee.

28. That Employee is Miguel Luna.

IV. CAUSE OF ACTION

A. Family & Medical Leave Act, as amended by Families First Coronavirus Response Act

29. Employee Luna was an eligible employee as defined by 29 U.S.C. §2620 of the FMLA, as amended by the Families First Coronavirus Response Act (“FFCRA”), because Employee Luna worked for Employer American National for at least 30 calendar days before Employee Luna first took and/or requested FMLA leave.

30. Employee Luna was also an “individual” (as distinct from an “eligible employee”) entitled to be free from discrimination and retaliation as set out in 29 U.S.C. §2615(a)(2),(b).

31. Employer American National is a “person” under the FMLA.

32. Employer American National violated the FMLA and FFCRA with respect to Employee Luna in the following and other respects:

(a) Employer American National terminated Employee Luna in November 2020, without providing him the leave entitlement and job-protection benefits guaranteed by the FMLA and FFCRA because of his own serious health condition;

(b) Employer American National willfully interfered with, restrained or denied Employee Luna’s exercise or Employee Luna’s attempts to exercise his rights provided by the FMLA and FFCRA on and before November 2020;

- (c) Employer American National fired Employee Luna on or about November 10, 2020, without providing him the leave entitlement and job-protection benefits guaranteed by the FMLA and FFCRA; and
- (d) Employer American National discriminated and or otherwise retaliated against Employee Luna in violation of the FMLA and FFCRA.

B. Retaliation

33. Employer American National committed an unlawful employment practice against Employee Luna in violation of the FMLA and FFCRA.

V. DAMAGES

34. Plaintiff seeks statutory damages, back pay, front pay and or lost wages and benefits in the past and future, all actual monetary losses, liquidated damages, attorney's fees, expert witness fees, costs, interest and such other and further legal and equitable relief to which Plaintiff is entitled.

VI. JURY TRIAL DEMAND

35. Plaintiff requests that this case be decided by a jury as allowed by the Texas Rule of Civil Procedure 216.

VII. REQUEST FOR DISCLOSURE

36. Pursuant to Texas Rule of Civil Procedure 194, Defendant is requested to disclose the information and material described in Rule 194.2(a)-(k).

VIII. Prayer

37. Plaintiff respectfully prays that he recover from Defendant actual damages over \$200,000 but not more than \$1,000,000, statutory and punitive damages under the FMLA, reinstatement, prejudgment interest, post-judgment interest, attorney's fees, expert fees, costs and such other and further relief to which she may show to be justly entitled, in law and in equity. Such damages sought by Plaintiff are within the jurisdictional limits of the court.

SIGNED on this January 25, 2021,

Respectfully submitted,

CHAVEZ LAW FIRM

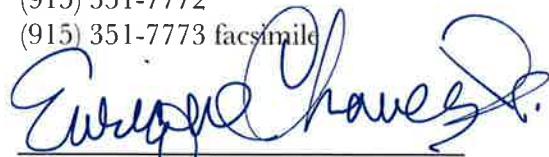
2101 Stanton Street

El Paso, Texas 79902

(915) 351-7772

(915) 351-7773 facsimile

By:



Enrique Chavez, Jr.

enriquechavezjr@chavezlawpc.com

State Bar No.: 24001873

Michael R. Anderson

manderson@chavezlawpc.com

State Bar No.: 24087103

Attorneys for Plaintiff

IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
243rd JUDICIAL DISTRICT

MIGUEL LUNA

vs

Cause No. 2021DCV0264

AMERICAN NATIONAL INSURANCE
SERVICE COMPANY**ORDER SETTING HEARING**The above reference case is **SET** as follows:

Date	Time	Description
04/29/2021	9:00 AM	Status Hearing

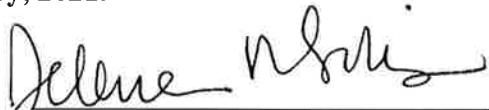
Dear Counsel:

The Court requires that counsel appear in person or that arrangements be made for local counsel to appear. Failure to appear can result in dismissal for want of prosecution.

Proof of service of the motion and notice of the hearing to the defaulting party are required for any default hearings. Failure to provide proof of those documents to the Court at the default hearing will result in the default being denied.

If the above reference case has already been settled, tried or dismissed, please notify the Court Coordinator (Lynda Smigiel: 915/546-2168) upon receipt of this order.

Signed on this the 10th day of February, 2021.



SELENA N. SOLIS, Judge

IF YOU KNOW OF AN ATTORNEY INVOLVED IN THIS CASE AND NOT LISTED, PLEASE PROVIDE HIM/HER WITH A COPY OF THIS SETTING.

Fax:

ENRIQUE CHAVEZ, Jr.

915-351-7773

Chavez Law Firm
Attorneys & Counselors at Law

2101 N. Stanton Street
El Paso, Texas 79902

Telephone 915-351-7772
Facsimile 915-351-7773

January 25, 2021

REQUEST

Office of the District Clerk
El Paso County, Texas

RE: Miguel Luna, Plaintiff v. American National Insurance Service Company

District Clerk:

Pursuant to your instructions, we are requesting you to please email us the citation to the following email.

chavezlawfirm@chavezlawpc.com

The Plaintiff's Original Petition and Request for Disclosure will be served via personal service by an outside process server.

Thank you for your prompt assistance in this matter.

Respectfully yours,

/s/
Enrique Chavez, Jr.

ECJ/ec

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org"

TO: **AMERICAN NATIONAL INSURANCE SERVICE COMPANY**, who may be served with process by serving its registered agent, **CT CORPORATION SYSTEM** at **1999 BRYAN ST. SUITE 900, DALLAS, TX 75201-3136** or wherever he/she may be found.

Greetings:

You are hereby commanded to appear by filing a written answer to the **Plaintiff's Original Petition and Request for Disclosure** at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **243rd Judicial District Court**, El Paso County, Texas, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Petition was filed in said court on this the 25th day of January, 2021 by Attorney at Law, **ENRIQUE CHAVEZ, JR.**, 2101 N STANTON ST, EL PASO, TX 79902, in this case numbered **2021DCV0264** on the docket of said court, and styled:

MIGUEL LUNA
VS
AMERICAN NATIONAL INSURANCE SERVICE COMPANY

The nature of Plaintiff's demand is fully shown by a true and correct copy of the **Plaintiff's Original Petition and Request for Disclosure** accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 26th day of January, 2021.

CLERK OF THE COURT

NORMA FAVELA BARCELEAU
District Clerk
El Paso County Courthouse
500 E. San Antonio Ave, RM 103
El Paso, Texas 79901



Attest: NORMA FAVELA BARCELEAU District Clerk
El Paso County, Texas

By: Rose Delgado, Deputy
Rose Delgado

RETURN

Came on hand on _____ day of _____, 20____, at _____ o'clock
 ____ M., and executed in _____ County, Texas, by delivering to
 each of the within-named defendants, in person, a true copy of this Citation, having first endorsed thereon
 the date of delivery, together with the accompanying true and correct copy of the Plaintiff's Original
 Petition and Request for Disclosure, at the following times and places, to-wit:

NAME	DATE			TIME		Place, and Course and Distance
	MONTH	DAY	YEAR	Hour	Min.	

And not executed as to the defendant, _____

The diligence used in finding said defendant, being _____

And the cause of failure to execute this process is: _____

And the information received as to the whereabouts of the said defendant, being _____

FEES—SERVING _____ copy _____ \$ _____ Sheriff
 _____ _____ _____ County, Texas
 Total _____ \$ _____ by _____ Deputy

CERTIFICATE OF DELIVERY

I do hereby certify that I delivered to _____
 _____ on the _____ day of _____,
 20____, at _____ o'clock ____ m. this copy of this instrument.

_____, Sheriff/Agent
 _____ County, Texas
 By _____ Deputy/Agent

SUBSCRIBED AND SWORN TO BEFORE ME ON THE _____ DAY OF _____, 20____.

(SEAL)

NOTARY PUBLIC, STATE OF TEXAS

**IN THE 243RD JUDICIAL DISTRICT COURT
EL PASO COUNTY, TEXAS**

Norma Favela Barceleau
District Clerk
El Paso County
2021DCV0264

MIGUEL LUNA,
Plaintiff,

v.

Cause No.: 2021-DCV-0264

AMERICAN NATIONAL INSURANCE COMPANY,
Defendant.

PLAINTIFF'S AMENDED PETITION AND REQUEST FOR DISCLOSURE

TO THE HONORABLE COURT:

Plaintiff, MIGUEL LUNA ("Plaintiff" or "Employee Luna"), now complains of Defendant, AMERICAN NATIONAL INSURANCE COMPANY ("Defendant" or "Employer American National"), and respectfully shows the Court and jury as follows:

I. PARTIES

1. Plaintiff, MIGUEL LUNA, is a natural person residing in El Paso, Texas.
2. Defendant AMERICAN NATIONAL INSURANCE COMPANY is an entity upon whom service may be obtained by serving its attorney Bruce Koehler, whom has agreed to accept service on its behalf.

II. JURISDICTION

3. State courts have jurisdiction over this cause under the Family and Medical Leave Act.

III. CHRONOLOGY OF FACTS

4. Employers MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent discrimination against employees who take job-protected leave when experiencing COVID-19 symptoms and are seeking medical diagnosis to protect employees, like all of us, from financial injuries and emotional traumas.
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12. Employer American National MUST, under the Family and Medical Leave Act, provide job-protected leave to employees to protect employees, like all of us, from financial injuries and emotional trauma.
13. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, return employees who go on job-protected leave to the same or similar job upon returning from job-protected leave to prevent employees from financial injuries and emotional trauma.
14. Employer American National MUST, under the Family and Medical Leave Act, as amended by the Families First Coronavirus Response Act, prevent retaliation and retaliatory job terminations against employees who take job-protected leave from financial injuries and emotional trauma.
15. On or about April 23, 2020 Employer American National hires Employee as an insurance agent.
16. Due to the COVID-19 pandemic, Employer American National instructs its employees to immediately notify the Employer if an employee comes in contact with someone infected with the COVID-19 virus.
17. On or about November 6, 2020 Employee meets client outside to conduct a business transaction.

18. Upon leaving the meeting, client informs Employee that she is currently infected with the COVID-19 virus.
19. Employee immediately calls Employer American National Supervisor Oscar Flores.
20. Employer American National Supervisor Oscar Flores tells Employee to call General Manager (GM) Alberto Bocanegra .
21. Employer American National GM Bocanegra instructs Employee to report to the office the following day on November 6, 2020 or they will be forced to document that “you have abandoned your job.”
22. Employer American National GM Bocanegra also instructs José Luis Miranda to pick up Employee’s computer from his house.
23. On Friday, November 6, 2020 Employer American National GM Bocanegra has Employee physically show up to the office to tell Employee to go get tested for COVID-19 and not to see any clients until the results come back.
24. On Sunday November 8 2020 Employer American National Supervisor Flores is on notice via Employee Text that Employee's COVID-19 lab result is positive.
25. Employer American National Supervisor Flores Instructs Employee to send the results to GM Bocanegra.
26. That same day, Sunday, Employer American National GM Bocanegra is on notice via Employee What's App text that Employee COVID-19 lab result is positive.
27. On Tuesday, November 10, 2020, Employer American National Supervisor Flores terminates the Employee.
28. That Employee is Miguel Luna.

IV. CAUSE OF ACTION

A. Family & Medical Leave Act, as amended by Families First Coronavirus Response Act

29. Employee Luna was an eligible employee as defined by 29 U.S.C. §2620 of the FMLA, as amended by the Families First Coronavirus Response Act (“FFCRA”), because Employee Luna worked for Employer American National for at least 30 calendar days before Employee Luna first took and/or requested FMLA leave.
30. Employee Luna was also an “individual” (as distinct from an “eligible employee”) entitled to be free from discrimination and retaliation as set out in 29 U.S.C. §2615(a)(2),(b).
31. Employer American National is a “person” under the FMLA.
32. Employer American National violated the FMLA and FFCRA with respect to Employee Luna in the following and other respects:
 - (a) Employer American National terminated Employee Luna in November 2020, without providing him the leave entitlement and job-protection benefits guaranteed by the FMLA and FFCRA because of his own serious health condition;
 - (b) Employer American National willfully interfered with, restrained or denied Employee Luna’s exercise or Employee Luna’s attempts to exercise his rights provided by the FMLA and FFCRA on and before November 2020;
 - (c) Employer American National fired Employee Luna on or about November 10, 2020, without providing him the

leave entitlement and job-protection benefits guaranteed by the FMLA and FFCRA; and

(d) Employer American National discriminated and or otherwise retaliated against Employee Luna in violation of the FMLA and FFCRA.

B. Retaliation

33. Employer American National committed an unlawful employment practice against Employee Luna in violation of the FMLA and FFCRA.

V. DAMAGES

34. Plaintiff seeks statutory damages, back pay, front pay and or lost wages and benefits in the past and future, all actual monetary losses, liquidated damages, attorney's fees, expert witness fees, costs, interest and such other and further legal and equitable relief to which Plaintiff is entitled.

VI. JURY TRIAL DEMAND

35. Plaintiff requests that this case be decided by a jury as allowed by the Texas Rule of Civil Procedure 216.

VII. REQUEST FOR DISCLOSURE

36. Pursuant to Texas Rule of Civil Procedure 194, Defendant is requested to disclose the information and material described in Rule 194.2(a)-(k).

VIII. Prayer

37. Plaintiff respectfully prays that he recover from Defendant actual damages over \$200,000 but not more than \$1,000,000, statutory and punitive damages under the FMLA, reinstatement, prejudgment interest, post-judgment interest, attorney's fees, expert fees, costs and such other and further relief to which she may show to be justly entitled, in law and in equity. Such damages sought by Plaintiff are within the jurisdictional limits of the court.

SIGNED on this February 19, 2021.

Respectfully submitted,

CHAVEZ LAW FIRM

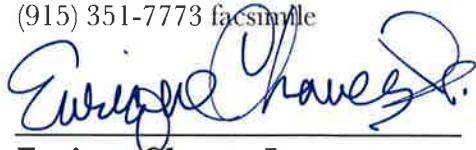
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